

**POINT OF INTERCONNECTION AMENDMENT
to the Interconnection Agreement between**

**CENTURYTEL OF CENTRAL WISCONSIN, LLC;
CENTURYTEL OF FAIRWATER-BRANDON-ALTO, LLC;
CENTURYTEL OF FORESTVILLE, LLC;
CENTURYTEL OF LARSEN-READFIELD, LLC;
CENTURYTEL OF MONROE COUNTY, LLC;
CENTURYTEL OF NORTHERN WISCONSIN, LLC;
CENTURYTEL OF NORTHWEST WISCONSIN, LLC;
CENTURYTEL OF SOUTHERN WISCONSIN, LLC;
CENTURYTEL OF MIDWEST-KENDALL, LLC;
CENTURYTEL OF MIDWEST-WISCONSIN, LLC;
CENTURYTEL OF WISCONSIN, LLC;
TELEPHONE USA OF WISCONSIN, LLC;**

**each of which is now doing business as, and is hereinafter referred to as
“CENTURYLINK”
and**

**TRI-COUNTY TELCOM, INC.
For the state of WISCONSIN**

THIS AMENDMENT (“AMENDMENT”) IS TO THE INTERCONNECTION AGREEMENT BETWEEN CENTURYTEL OF CENTRAL WISCONSIN, LLC; CENTURYTEL OF FAIRWATER-BRANDON-ALTO, LLC; CENTURYTEL OF FORESTVILLE, LLC; CENTURYTEL OF LARSEN-READFIELD, LLC; CENTURYTEL OF MONROE COUNTY, LLC; CENTURYTEL OF NORTHERN WISCONSIN, LLC; CENTURYTEL OF NORTHWEST WISCONSIN, LLC; CENTURYTEL OF SOUTHERN WISCONSIN, LLC; CENTURYTEL OF MIDWEST-KENDALL, LLC; CENTURYTEL OF MIDWEST WISCONSIN, LLC; CENTURYTEL OF WISCONSIN AND TELEPHONE USA OF WISCONSIN, LLC, EACH OF WHICH IS NOW DOING BUSINESS AS CENTURYLINK AND TRI-COUNTY TELCOM, INC., (COLLECTIVELY, THE “PARTIES”).

RECITALS

WHEREAS, the Parties have entered into an Interconnection Agreement (“Agreement”) for service in the State of Wisconsin, that has been approved by the Commission; and

WHEREAS, TRI-COUNTY has requested that the existing meet point facilities established with CenturyLink for the exchange of TRI-COUNTY’s ILEC operation’s traffic be used to establish a Mid-Span Fiber Meet POI for its CLEC operations.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding the terms as set forth in Attachment 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment effective upon execution.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

TRI-COUNTY TELCOM, INC.

**CENTURYTEL OF CENTRAL
WISCONSIN, LLC;**

**CENTURYTEL OF FAIRWATER-
BRANDON-ALTO, LLC;**

CENTURYTEL OF FORESTVILLE, LLC;

**CENTURYTEL OF LARSEN-
READFIELD, LLC;**

**CENTURYTEL OF MONROE
COUNTY, LLC;**

**CENTURYTEL OF NORTHERN
WISCONSIN, LLC;**

**CENTURYTEL OF NORTHWEST
WISCONSIN, LLC;**

**CENTURYTEL OF SOUTHERN
WISCONSIN, LLC;**

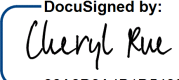
**CENTURYTEL OF MIDWEST-
KENDALL, LLC;**

**CENTURYTEL OF MIDWEST-
WISCONSIN, LLC;**

CENTURYTEL OF WISCONSIN, LLC;

TELEPHONE USA OF WISCONSIN, LLC;

**each of which is now doing business as, and is
hereinafter referred to as “CENTURYLINK”**


DocuSigned by:

80A3D3A4B1D3430...
Signature

Cheryl Rue
Name Printed/Typed

Chief Operating Officer
Title

10/30/2013
Date

10 29 13/ Tri -County/POI Amendment-Legacy CenturyTel-WI

05E9FC68BD57454...

DocuSigned By: L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

11/1/2013
Date

Attachment 1

Article IV

Fiber Meet Interconnection

2.3.2. When CenturyLink and TRI-COUNTY have previously exchanged traffic using meet point facilities established for the exchange of TRI-COUNTY's ILEC operation's traffic, in order to efficiently use the Parties' network facilities, the existing meet point facilities will be used to establish a Mid-Span Fiber Meet POI for purposes of this Agreement. TRI-COUNTY will provision separate trunks on the existing facilities for its CLEC traffic and represents and warrants that it will not use any trunks over the existing facilities used in its ILEC operations for any traffic that is governed by this Agreement.